

of human life, as a means of ascertaining the present value of such interests, is of comparatively modern date in England; and does not appear to have been, in any way, noticed in our law until after our Declaration of Independence. In several of the original states of our Union companies have been incorporated, with power to grant life annuities, and to make assurances of lives; (g) which, on the part of such bodies politic particularly, must necessarily involve a careful consideration of what may be deemed the expectation of human life at the various ages. And there have been other legislative enactments which appear to have involved a similar reference to the doctrine of chances, in regard to the expectation of life, as a means of making a just apportionment of taxes between estates for life and those in remainder or reversion in lands. But little is to be found in the judicial proceedings of our country in relation to this matter.

It appears, that in New York, in cases in equity, where it becomes necessary, or it is agreed to award to a widow a compensation in lieu of her dower, it is the course of the court to refer the matter to a master in Chancery to have a gross sum liquidated by the value of her life according to the tables of life annuities; or to have the interest of one-third of the purchase money of the estate secured to her for her life; and yet it would seem, that the gross sum to be awarded to her must be no more than equivalent to the price of an annuity the same in amount as the annual rents and profits of her dower. (h) In Virginia it is said, that where the estate is sold, and the widow agrees to receive a gross sum in lieu of her dower, the court must direct an issue to have the amount ascertained; (i) which, however, is only calling upon a jury to cut the knot, since they could not be more capable than the Chancellor of drawing from the evidence any settled precise idea of the value. (j) But if the widow refuses to accept a gross sum in lieu of her dower, then, it is said, that one-third of the purchase money must be set apart, and the interest thereof be paid to her annually during her life. (k) And in South Carolina, where in equity an estate is sold, it is laid down, that a reasonable compensation must be

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(g) 1807, ch. 68; 1813, ch. 101; 1827, ch. 189.—(h) *Tabele v. Tabele*, 1 John. C. C. 45; *Hazen v. Thurber*, 4 John. C. C. 604; *Titus v. Neilson*, 5 John. C. C. 458; *Swaine v. Perine*, 5 John. C. C. 491; *Everston v. Tappan*, 5 John. C. C. 513; *Hale v. James*, 6 John. C. C. 263.—(i) *Pollard v. Underwood*, 4 Hen. & Mun. 459; *Davison v. Waite*, 2 Mun. 527.—(j) *Griffith v. Spratley*, 1 Cox, 390.—(k) *Herbert v. Wren*, 7 Cran. 390.